



COMMUNITY DEVELOPMENT COMMISSION

County of Los Angeles

2 Coral Circle • Monterey Park, CA 91755

323.890.7001 • www.lacdc.org

Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

Carlos Jackson

Executive Director

July 15, 2003

Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**APPROVE AMENDMENTS TO AGREEMENTS FOR DEVELOPMENT OF THE EAST
LOS ANGELES FAMILY RESOURCE CENTER (1)
(3 Vote)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that Amendment No. 2 to the Architectural Services Agreement between the Community Development Commission and Carde Ten Architects for development of the East Los Angeles Family Resource Center at 4701 Cesar E. Chavez Avenue, in unincorporated Los Angeles County, is exempt from the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), as described herein, because the proposed work involves the preparation of additional and revised plans and studies, and will not have the potential for causing a significant effect on the environment.
2. Authorize the Executive Director to execute Amendment No. 2 to the Architectural Services Agreement with Carde Ten Architects, presented in substantially final form, and all related documents, to increase the contract amount by \$78,850, from \$372,900 to \$451,750, to be effective following approval as to form by County Counsel and execution by all parties, to complete the work described herein; and authorize the Executive Director to use for this purpose Maravilla Community Redevelopment Project Area Tax Increment Funds (Tax Increment Funds) included in the Commission's approved 2003-2004 budget.

3. Authorize the Executive Director to execute amendments to the Architectural Services Agreement to provide for unforeseen project costs, and to use for this purpose up to \$78,075 in additional Tax Increment Funds included in the Commission's approved Fiscal Year 2003-2004 budget, thereby increasing the total contingency amount from \$33,900 to \$111,975.
4. Find that Amendment No. 1 to the Construction Agreement between the Community Development Commission and Swinerton Builders, for development of the East Los Angeles Family Resource Center, does not alter the Board's previous findings pursuant to NEPA and CEQA because the project, with the implementation of required mitigation measures, will not have the potential for causing a significant effect on the environment.
5. Authorize the Executive Director to execute Amendment No. 1 to the Construction Agreement, presented in substantially final form, and all related documents, which increases the Guaranteed Maximum Price (GMP) by \$550,000, from \$4,400,000 to \$4,950,000, to be effective following approval as to form by County Counsel and execution by all parties, to provide additional construction services, expedite the project schedule, and reimburse Swinerton Builders for delays caused by differing site conditions; and authorize the Executive Director to use for this purpose Community Development Block Grant (CDBG) funds allocated to the First Supervisorial District.
6. Authorize the Executive Director to execute amendments to the Construction Agreement, to provide up to \$400,000 for unforeseen project costs; and to use for this purpose \$100,000 in CDBG funds allocated to the First Supervisorial District, and up to \$300,000 in existing budget authority included in the Commission's approved Fiscal Year 2003-2004 budget.
7. Authorize the Executive Director to incorporate a total of \$650,000 in CDBG funds allocated to the First Supervisorial District into the Commission's approved Fiscal Year 2003-2004 budget, to increase the Construction Agreement and provide additional contingency funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to amend the Architectural and Engineering Services Agreement with Carde Ten Architects and the Construction Agreement with Swinerton Builders to provide additional scope and redesign work, and to mitigate construction costs and schedule impacts resulting from differing soil conditions discovered during development of the East Los Angeles Family Resource Center.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. Tax Increment Funds will be used to increase the Architectural Services Agreement by \$78,850, from \$372,900 to \$451,750, and the related contingency by \$78,075, from \$33,900 to \$111,975. The increase in the contingency amount reflects a set aside of 25 percent of the total project costs, which is the standard amount for projects of similar size and scope.

CDBG funds allocated to the First Supervisorial District in the amount of \$550,000 will be used to increase the GMP for the Construction Agreement. This represents a total increase from \$4,400,000 to \$4,950,000. A \$400,000 contingency is also being set aside for unforeseen costs, comprised of \$100,000 in CDBG funds allocated to First Supervisorial District and up to \$300,000 in existing budget authority included in the Commission's approved 2003-2004 budget. The increase in the contingency amount reflects a set aside of eight percent of the total project costs.

Construction and related costs will increase to \$6,225,446, and the project contingency to \$478,075. The total estimated development cost is now \$6,703,521, including all contingency amounts. A revised Financial Analysis reflecting these changes is provided as Attachment A.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Family Resource Center will consist of an approximately 23,000 square foot building located on a 52,000 square foot property on the northeast corner of Cesar E. Chavez Avenue and Dangler Avenue. Half of the space will be used to relocate and expand mental health services currently offered at the Roybal Mental Health Clinic. The remaining space will be used to provide services to the developmentally disabled. The facility will include a childcare center, group rooms, staff offices, counseling rooms, kitchen areas for life skills classes, a swimming pool, and surface parking for approximately 60 cars.

On January 29, 2002, your Board approved the award of a two-year Architectural Services Agreement, in the amount of \$339,000, between the Commission and Carde Ten Architects, to provide schematic design, design development, construction documents and construction administration for the project. Amendment No. 1 was executed to provide a substantially revised schematic design for the building, and was funded with contract contingency funds. Amendment No. 2 will provide for additional architectural and design services for off-site improvements, pool building upgrades, and mechanical and electrical design improvements requested by the County Department of Internal Services. These additional improvements were not originally included in the project scope.

On July 16, 2002, your Board approved, and the Commission's Executive Director executed a 268-calendar-day Construction Agreement, and related documents, with Swinerton Builders. The contract was for a GMP of \$4,400,000, to be effective following

issuance of a Notice to Proceed. Commencement of construction was delayed in order for the Commission to assess and reconcile unforeseen site conditions discovered after execution of the Construction Agreement. This included over excavation, soil import and compaction to bring the site to a suitable condition for construction of the building. The Commission subsequently issued a Notice to Proceed to Swinerton Builders, effective December 10, 2002, to begin work under the 268-day Construction Contract. The Commission requested that Swinerton Builders accelerate the original 268-day completion schedule to a 234-day schedule to minimize the impact of the earlier delays on the project completion schedule.

Amendment No. 1 to the Construction Agreement will provide funding to mitigate cost and schedule impacts resulting from the delay, as well as funding for additional services, including offsite improvements, pool building upgrades and upgrades requested by the future occupants of the Family Resource Center. Pursuant to Sections 15 and 16 of the General Conditions to the Construction Agreement, changes in work, and differing or unusual site conditions are a valid basis for increasing the GMP.

The attached Amendments are being presented in substantially final form. They will be effective following approval as to form by County Counsel and execution by all parties.

ENVIRONMENTAL DOCUMENTATION:

An Environmental Assessment was prepared for the project pursuant to the requirements of NEPA. Based on the conclusions and findings of the Environmental Assessment, a Finding of No Significant Impact was adopted by the County of Los Angeles on October 2, 2001.

An Environmental Assessment/Mitigated Negative Declaration (EA/MND) was also prepared pursuant to the requirements of CEQA. Your Board considered the EA/MND together with comments received during the public review process, and on July 16, 2002, adopted a finding that with implementation of mitigation measures identified in the Mitigation Monitoring and Reporting Program, and required as a condition of funding approval, the project does not have the potential for creating a significant effect on the environment.

The Amendments do not substantially increase the project scope and, therefore, do not alter the findings previously made by your Board pursuant to the requirements of NEPA and CEQA.

The environmental review record for this project is available for viewing by the public during regular business hours at the Commission's main office located at 2 Coral Circle, Monterey Park.

Honorable Board of Commissioners

July 15, 2003

Page 5

IMPACT ON CURRENT PROJECT:

The proposed actions will enable Carde Ten Architects to provide architectural services to meet the development and construction schedule for the proposed project, and will also enable Swinerton Builders to continue development of the project and expedite the project schedule and minimize delays to the project completion schedule.

Respectfully submitted,

CARLOS JACKSON
Executive Director

Attachments: 3

Financial Analysis

East Los Angeles Family Resource Center

Sources of Funds	Original Estimates	Revised
Community Development Block Grant (CDBG)	\$2,300,000	\$3,164,711
Tax Increment Funds (TI)	1,400,000	1,638,810
Department of Mental Health (DMH)	1,900,000	1,900,000
Total	\$5,600,000	\$6,703,521
Uses of Funds	Original Estimates	Revised
Land Acquisition	\$ 450,000 (CDBG)	\$ 439,471 (CDBG)
Site Analysis	56,100 (CDBG)	83,865 (CDBG)
Carde-Ten Architects	421,900 ¹ (TI, CDBG)	496,750 (TI, CDBG)
Procurement Consultant	48,000 (CDBG)	48,000 (CDBG)
Building Hard Costs (Building & Landscaping)	4,400,000 (CDBG, DMH, TI)	4,950,000 (CDBG, DMH, TI)
Swinerton Builders (CMAR) (Pre-Construction Services)	24,000 (CDBG)	24,000 (CDBG)
Construction Management Services	200,000 (CDBG)	183,360 (CDBG, TI)
Subtotal	\$5,600,000	\$6,225,446
Contingency	Original Estimates	Revised
Carde- Ten Architects	See footnote 1 below	\$ 78,075 (TI)
Building Hard Costs		400,000 (CDBG, Project budget transfers)
Total		\$6,703,521

¹ Includes \$33,900 in CDBG funds used as a contingency.

COMMUNITY DEVELOPMENT COMMISSION
COUNTY OF LOS ANGELES

AGREEMENT FOR PROFESSIONAL SERVICES
Architectural Services
FOR THE EAST LOS ANGELES FAMILY RESOURCE CENTER

Amendment No. 2

THIS AMENDMENT TO AGREEMENT is made and entered into this ____ day of ____, 2003, by and between the Community Development Commission of the County of Los Angeles, hereinafter called the "Commission" or "CDC," and Carde Ten Architects, hereinafter called the "Consultant" and referred to collectively as "the Parties."

WITNESSETH THAT:

WHEREAS, the Commission and the Consultant entered into a Professional Services Agreement (Agreement) on July 29, 2002, for the provision of architectural and engineering services for development of the East Los Angeles Family Resource Center (the Project) at 4701 Cesar E. Chavez Avenue, Los Angeles, California; and

WHEREAS, Amendment No. 1 was executed by the Parties on June 6, 2003, to provide for a substantially revised schematic design for the building; and

WHEREAS, it now becomes necessary to amend said Agreement a second time and both parties are desirous of such amendment.

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties hereto agree that said Agreement be amended as follows:

Section 1.0, "CONSTRUCTION DOCUMENTS", Paragraphs J-M, are hereby added to the Agreement as follows:

- J. Consultant and its subconsultants shall design and prepare construction drawings to construct offsite improvements in the public right of way as outlined in a Agreement To Improve proposed by the Los Angeles County Department of Public Works (LADPW). Consultant and its subconsultants shall obtain LADPW approval for the modifications.
- K. Consultant and its subconsultants shall prepare mechanical and electrical plans for construction of an additional dedicated air conditioning system for the main building's communication room. Consultant and its subconsultants shall obtain LADPW approval of the construction design.
- L. Consultant shall review and advise the Commission on impacts to the Project that may result from upgrades requested or performed by Los Angeles County Internal Services Department (ISD).

- M. Consultant and its subconsultants shall prepare construction drawings to design a supplemental solar heating system for pool, incorporate value engineering opportunities as well as life cycle improvements. Consultant and its subconsultants shall obtain LADPW approval for the modifications.

Section 1.0, “CONSTRUCTION ADMINISTRATION”, Paragraph Q, is hereby added to the Agreement as follows:

- Q. Consultant shall subcontract to provide LADPW-approved deputy inspection for concrete testing, masonry inspections and structural steel observation required by LADPW because of added scope to the project.

Section 9.0, COMPENSATION, is hereby amended as follows:

Compensation for additional services shall be a fixed fee of Seventy Eight Thousand, Eight Hundred and Fifty Dollars (\$78,850.00) for a new maximum price, inclusive of all costs and expenses, of Four Hundred and Fifty Thousand Eight Hundred and Fifty Dollars (\$451,750.00). Payments for additional services under this Amendment No. 2 will be made as services under the original Agreement are completed and at the percentages agreed upon.

Consultant shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Commission’s right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.

Section 34.1, SAFELY SURRENDERED BABY LAW, is hereby added to the Agreement as follows:

The Consultant shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached hereto and is also available on the Internet at www.babysafela.org for printing purposes.

The Consultant acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Commission’s policy to encourage all Commission Contractors to voluntarily post the Commission’s “Safely Surrendered Baby Law” poster in a prominent position at the Contractor’s place of business. The Consultant will also

encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

All other terms and provisions of the Agreement, as amended, shall apply and remain in full force and effect.

IN WITNESS WHEREOF, the Owner and Contractor, through their duly authorized officers, have executed this amendment as of the day first above written.

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

CARDE TEN ARCHITECTS

By _____
CARLOS JACKSON
Executive Director

By _____
SCOTT CARDE
Principal

Date: _____

Date: _____

Approved:

By _____
CORDE CARILLO
Director, Economic Redevelopment

Date: _____

Approved as to form:

LLOYD W. PELLMAN

By _____
Deputy County Counsel

Date: _____

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(*Health and Human Services Agency*)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(*Department of Social Services*)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

COMMUNITY DEVELOPMENT COMMISSION
COUNTY OF LOS ANGELES

CONSTRUCTION AGREEMENT
FOR THE EAST LOS ANGELES FAMILY RESOURCE CENTER

Amendment No. 1

THIS AMENDMENT TO AGREEMENT is made and entered into this ____ day of ____, 2003, by and between the Community Development Commission of the County of Los Angeles, hereinafter called the "Commission" or "CDC," and Swinerton Builders, hereinafter called the "Contractor" and referred to collectively as "the Parties."

WITNESSETH THAT:

WHEREAS, the Commission and the Contractor entered into a Construction Agreement (Agreement) on July 16, 2002, for construction of the East Los Angeles Family Resource Center (the Project) at 4701 Cesar E. Chavez Avenue, Los Angeles, California; and

WHEREAS, differing or unusual conditions were encountered on the site resulting in a 147 calendar-day delay from approval of the Agreement by the Board of Commissioners, and execution by the Commission's Executive Director, until issuance of a Notice to Proceed by the Commission; and

WHEREAS, the Commission issued a Notice to Proceed effective December 10, 2002; and

WHEREAS, services including off-site improvements, pool building upgrades and other upgrades not originally included in the Agreement have been added to the scope of services; and

WHEREAS, total compensation for this Amendment is Five Hundred and Fifty Thousand Dollars (\$550,000); and

WHEREAS, it now becomes necessary to amend said Agreement and both parties are desirous of such Amendment.

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties hereto agree that the Agreement, be amended as follows:

ARTICLE 3 of the Agreement - COMPENSATION

3.1.2 General Conditions for the Construction of the Project is hereby amended as follows:

Lump Sum General Conditions Price of Seven Hundred and Forty Three Thousand, Five Hundred and Sixty Dollars and No Cents (\$743,560.00), shall be increased by One Hundred and Sixty Five Thousand Five Hundred and Seventy Nine Dollars (\$165,579.00), for a total of Nine Hundred and Nine Thousand One Hundred and Thirty Nine Dollars (\$909,139), as sole and complete compensation to Contractor for all additional and existing General Conditions costs (including but not limited to all Project staffing, job site offices, utilities, equipment, tools, supplies, operations and services, overhead, fee, bonds, and insurance as specified in the Bid Form) to construct the Project, including, without limitation, all such General Conditions for the extra work and services associated with this Amendment.

ARTICLE 4 of the Agreement - TIME

4.3 CONTRACT COMPLETION, is hereby amended as follows:

Contractor shall diligently prosecute the Work to achieve Contract Completion within Two Hundred and Thirty Four (234) Calendar Days after issuance of the Notice to Proceed, including additional scope described within this Amendment No. 1 to the Agreement. The Cost to expedite the project schedule by Thirty-Four (34) calendar days is Thirty Nine Thousand Eight Hundred and Fifty-One Dollars (\$39,851).

ARTICLE 6 of the Agreement – GUARANTEED MAXIMUM PRICE (GMP)

6.5 EXECUTION OF GMP, is hereby amended as follows:

This Amendment to the GMP in an amount not to exceed Five Hundred and Fifty Thousand Dollars (\$550,000) increases the GMP from Four Million Four Hundred Thousand Dollars (\$4,400,000) to the new GMP of Four Million Nine Hundred and Fifty Thousand Dollars (4,950,000). Contractor's obligations with respect to the construction of the Work covered by this Amendment shall be governed by the terms and conditions of the Agreement and other Contract Documents, as amended herein.

ARTICLE 9 of the Agreement – GENERAL PROVISIONS

9.21 SAFELY SURRENDERED BABY LAW, is hereby added to the Contract as follows:

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is attached hereto and is also available on the Internet at www.babysafela.org for printing purposes.

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission's policy to encourage all Commission Contractors to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the Contractor with the poster to be used.

**ARTICLE 15 of the General Conditions,
CHANGES IN THE WORK, is hereby amended to include the following:**

Contractor will perform Work as shown in Delta 5 drawings issued by Carde Ten Architects, herein incorporated by reference, that include additional data conduits and task lighting to coordinate with furniture plans developed through the Department of Mental Health, for the benefit of the tenants.

Contractor will perform Work as shown on Delta 6 drawings issued by Carde Ten Architects, herein incorporated by reference, that include off-site improvement Work that the Department of Public Works would normally perform.

Contractor will perform design-build Work for solar energy heating system as described in Delta 7 drawings issued by Carde Ten Architects, herein incorporated by reference.

Contractor will upgrade pool construction to improve life cycle and maintenance of the pool building as shown in Delta 4 drawings issued by Carde Ten Architects, herein incorporated by reference.

Contractor will perform Work as shown in Internal Services Department Drawings dated April 10, 2003, herein incorporated by reference, to include additional sleeving and communications room requirements.

Contractor will perform Work requested by tenants as follows: additional millwork for medical records, additional storage spaces and lighting and childcare upgrades.

The total value of this additional work scope is Three Hundred Thousand Dollars (\$300,000) based on a Lump Sum Bid from the Contractor.

**ARTICLE 16 of the General Conditions,
DIFFERING OR UNUSUAL SITE CONDITIONS, is hereby amended to include the following:**

The total cost to import soil for latent physical conditions at the Site differing from those indicated in the record documents is Forty Four Thousand, Five Hundred and Seventy

Dollars (\$44,570) and constitutes full and complete compensation for resolution of Work.

This Amendment No. 1 constitutes a mutual accord and satisfaction whereby all claims of the Contractor against the Commission which arise out of, or are related to, the changes referred to in this Amendment No. 1 to Agreement including, without limitation, any claim for extra work, time, delay, disruption, impact and extended home and field office overhead are hereby satisfied and are waived and released by Contractor.

All other terms and provisions of the Agreement, as amended, shall apply and remain in full force and effect.

IN WITNESS WHEREOF, the Owner and Contractor, through their duly authorized officers, have executed this Amendment as of the day first above written.

COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES

SWINERTON BUILDERS

By _____
CARLOS JACKSON
Executive Director

By _____
RON NORTHUP
Principal

Date: _____

Date: _____

Approved as to Program:

By _____
CORDE CARILLO
Director, Economic Redevelopment

Date: _____

Approved as to Form:

LLOYD W. PELLMAN

By _____
Deputy County Counsel

Date: _____

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(*Health and Human Services Agency*)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(*Department of Social Services*)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.